

SETTLEMENT AGREEMENT AND RELEASE

The Chemical Toxin Working Group Inc. dba Healthy Living Foundation Inc. (“HLF”) and SI Ventures I LLC dba Terramar Imports (“Company”) enter into this Settlement Agreement (“Agreement”). HLF and Company are referred to individually as a “Party” or collectively as “Parties.” The Parties agree as follows.

Introduction.

The “Matter” arises out of three Notice(s) of Violations of California Health & Safety Code §25249.5, et seq. (“Proposition 65”) that HLF served, these include:

1. Notice of Violation AG2023-03845, dated December 5, 2023, regarding (1) Agromar Mussels in Garlic Sauce and Renna Mussels in Olive Oil With Other Natural Flavors, containing lead and cadmium, and 2) Renna Mussels in Olive Oil With Other Natural Flavors, containing cadmium, served on SI Ventures I LLC dba Terramar Imports and SI Ventures LLC (“NOV 2023-03845”);
2. Notice of Violation AG2024-02787, dated July 5, 2024, regarding (1) Agromar Mussels in Garlic Sauce and Renna Mussels in Olive Oil With Other Natural Flavors, containing lead and cadmium, 2) Renna Mussels in Olive Oil With Other Natural Flavors, containing cadmium, 3) La Barca Mussels in Escabeche Sauce 12/31/2027 L157A-2M13, containing lead and cadmium, 4) Real Conservera Espanola Clams in Brine +12 12/2025 L42E21, containing lead and cadmium, 5) Real Conservera Espanola Scallops in Brine 12/2024 L48B20, containing lead and cadmium, and 6) Real Conservera Espanola Cockles in Brine 25-35 12/2025 L45C21, containing lead and cadmium, served on SI Ventures I LLC dba Terramar Imports and SI Ventures LLC (“NOV 2024-02787”);
3. Notice of Violation AG2025-01303, dated April 10, 2025, regarding (1) Agromar Pickled Mussels, containing lead, 2) La Barca Mussels in Escabeche Sauce 12/31/2027 L157A-2M13, containing lead and cadmium, 3) Real Conservera Espanola Clams in Brine +12 12/2025 L42E21, containing lead and cadmium, and 4) Real Conservera Espanola Scallops in Brine 12/2024 L48B20, containing lead and cadmium, served on SI Ventures I LLC dba Terramar Imports and SI Ventures LLC (“NOV 2025-01303”); (NOV 2023-03845, NOV 2024-02787, and NOV 2025-03845 together referred to as the “Notices” or “NOVs”).
4. In the Notice(s), HLF alleges that the following products require Warning for cadmium and/or lead under Proposition 65:

- (a) Agromar Mussels in Garlic Sauce and Renna Mussels in Olive Oil With Other Natural Flavors, containing lead and cadmium;
- (b) Renna Mussels in Olive Oil With Other Natural Flavors, containing cadmium;
- (c) La Barca Mussels in Escabeche Sauce 12/31/2027 L157A-2M13, containing lead and cadmium;
- (d) Real Conservera Espanola Clams in Brine +12 12/2025 L42E21, containing lead and cadmium;
- (e) Real Conservera Espanola Scallops in Brine 12/2024 L48B20, containing lead and cadmium;
- (f) Real Conservera Espanola Cockles in Brine 25-35 12/2025 L45C21, containing lead and cadmium;
- (g) Agromar Pickled Mussels, containing lead; (together “Covered Products”).

This Agreement is a complete accord and satisfaction between the Parties and the Parties enter into this Agreement in order to fully resolve all claims, demands, and allegations regarding the Notice(s) and the Covered Products and for the purpose of avoiding prolonged litigation. Nothing in this Agreement shall be construed as an admission of the Parties of any fact, issue of law, or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission by the Parties of any fact, issue of law, or violation of law including but not limited to Proposition 65. Nothing in this Agreement or any document referred to shall be construed as giving rise to any presumption or inference of admission or concession by the Parties as to any fault, wrongdoing, or liability. HLF has no unasserted claims under Proposition 65 against the Company as of the Effective Date (as defined below)

1. Definitions

- 1.1. “Effective Date” is the date on which this Agreement is fully executed by the Parties.
- 1.2. “Compliance Date” is the date that is 60 days after the Effective Date.
- 1.3. “Expose,” “Exposure” are used in this Agreement as defined in Cal. Code Regs., tit. 27, 25102(i) and means to cause to ingest, inhale, contact via body surfaces or otherwise come into contact with a chemical listed in Proposition 65. An individual may come into contact with a listed chemical through water, air, food, consumer products.
- 1.4. “Daily Exposure Level” means daily exposure to micrograms of lead or cadmium per gram of product, as calculated using the provisions of Cal. Code Regs. Tit. 27, 25801, 25803.
- 1.5. “Violative Daily Exposure Level” is an exposure to more than 0.5 micrograms of lead

and/or lead compounds per day and/or more than 4.1 mcg of cadmium per day as calculated using the Daily Exposure Level.

- 1.6. “Consumer Information” is used in his Agreement as defined in Cal. Code Regs., tit. 27, § 25600.1(c) and includes warnings, directions for use, ingredient lists, and nutritional information. Consumer Information does not include the brand name, product name, company name, location of manufacture, or product advertising.
- 1.7. “Warning” is a warning compliant with Section 2.3 of the Agreement.
- 1.8. “Warning Symbol” is a black exclamation point in a yellow equilateral triangle with a black outline, except that if the sign or label for the Products does not use the color yellow, the symbol may be in black and white.
- 1.9. “Reformulated Product” is an identical Product in substance and labeling to Covered Product(s), but with a product’s component(s) harvested in different location(s) or grown/manufactured with different (from Covered Product(s)) methods that have resulted in reduced or eliminated presence of the violative chemical- cadmium and lead below the level specified in Section 1.5 of this Agreement.
- 1.10. “Distributor” is any entity or individual that sells Covered Products.
- 1.11. “Reasonably Foreseeable” means that a reasonable inquiry would have revealed to the Company that a Distributor could sell Covered Products to California. Some, but not all examples of such circumstances include: where the Distributor sells products online/over the internet, telephone, telephone applications (apps), or mail-order; maintains or intends to maintain storage, warehouse(s), brick-and-mortar retail establishment(s) located in California.
- 1.12. “Distribute into the State of California” means to directly or indirectly sell Covered Product in California; ships an order of a Covered Product to a California address; or the Company ships Covered Products for sale in California to a Distributor that the Company knows, or for which it is Reasonably Foreseeable that such Distributor will sell one or more Covered Products in California; or for which it is Reasonably Foreseeable that such distributor will sell Covered Product in California.

2. Company’s Duties

- 2.1. Beginning as of the Effective Date, the Company shall not Distribute into the State of California Covered Product(s) that expose(s) a person to the Violative Daily Exposure Level, unless Covered Products(s) meet(s) the Warning requirements of this Agreement. Covered Product(s) that Company Distributes into the State of California after the Compliance Date, shall either (1) qualify as a Reformulated Product or (2) comply with the Warning requirements of this Agreement.
- 2.2. Testing.

- 2.2.1. The testing requirements of Section 2.2 do not apply to Covered Products for which the Company has provided the Warning.
- 2.2.2. Testing shall be performed prior to Company's first distribution into California or sale in California of Reformulated Product;
- 2.2.3. Testing shall retest the product if it either (a) removes the Warning from the Covered Product or Reformulated Product or (b) makes a material change in the Covered Product or changes suppliers of the Covered Product. Company can discontinue testing of a Reformulated Product if it complies with the Warning requirements of this Agreement or if the Reformulated Product is not distributed or sold in California.
- 2.2.4. For purposes of determining if the Warning is required, the Company shall randomly select and test three (3) samples of the Covered Products from different lot numbers by Company (or, if fewer than 3 lots are available for testing, from as many lots as are available) to determine if a Covered Product exceeds the "Violative Daily Exposure Level" for lead, or cadmium, or for both. The company must consider the highest level in determining if the product can be sold without a warning. HLF reserves the right to test Covered Products using the same procedure outline in this Section 2.2 and, if the results are violative of Section 2.2., assert any new claims that may arise. Testing shall continue at least once per year thereafter for as long as the Company sells Covered Product(s), subject to the provision in Paragraph 2.2.3.
- 2.2.5. Testing pursuant to this Agreement shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection, limit of quantification, accuracy, and precision and meets the following criteria: Gas Chromatography Mass Spectroscopy, achieving a limit of detection of less than or equal to 10 parts per billion, or any other testing method subsequently agreed upon in writing by the Parties.
- 2.2.6. Testing pursuant to this Agreement shall be performed by an independent third-party laboratory accredited to perform testing for cadmium, lead, and lead compounds using the methodology in Section 2.2.5. Such laboratory shall have authority to modify any testing protocol in this Section 2.2 as it believes is reasonably necessary for its analysis.

2.3. Warning.

- 2.3.1. A clear and reasonable exposure Warning must be provided for Covered Product(s) with Violative Daily Exposure Level that Company Distributes into the State of California after the Compliance Date. The Warning shall consist of either the Standard Warning (under 2.3.1. (a)) or the Short-Form

Warning (under 2.3.1. (b)) or any other Proposition 65 warning using the applicable regulatory content for cadmium and lead in foods, as provided under 27 Cal. Code Regs. § 25600.1 and related statutes:

2.3.1 (a) Standard Warning. The Standard Warning shall be consistent with one of the following statements:

Warning Statement – The warning statement must comply with either Option 1, 2, or 3 below.

A) Option 1, Long-Form Warning:

WARNING: Consuming this product can expose you to chemicals including lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm, and to cadmium, which is known to the State of California to cause birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food.

B) Option 2, Short-Form Warning that can be used until January 1, 2028:

The font size of this short-form warning must be a minimum of 6 points, and it cannot be smaller than the largest size font used for other consumer information (as defined in 27 Cal. Code Regs. § 25600.1(c) included on the label:

WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov/food

The Option 2 Short-Form Warning can be used before January 1, 2028.

C) Option 3, Short -Form Warning compliant after January 1, 2025:

WARNING: Risk of cancer and reproductive harm from exposure to lead and cadmium. See www.P65Warnings.ca.gov/food;

The Option 3 Short-Form Warning can be used before and/or after January 1, 2025.

2.3.1 (b) The font size of the Short-Form warning must be a minimum of 6 points, and it cannot be smaller than the largest size font used for Consumer Information. Print Warning. Standard Warning or Short-Form Warning provided pursuant to Section 2.3 in print form must:

- (a) contain the word “WARNING:” in all capital letters, in bold font, followed by a colon;
- (b) for the Short-Form warning, display the Warning Symbol to the left of the word “WARNING:”;
- (c) display the Warning Symbol, if used, in a size no smaller than the height of the word “WARNING:”;
- (d) be affixed to or printed on the shipping box or any other immediate packaging of a product, or on a placard, shelf tag, sign or displayed on an electronic device;
- (e) be displayed with such conspicuousness, as compared with other words, statements, or designs as to render it likely to be read and understood by an ordinary individual under customary conditions of purchase or use;
- (f) be set off from other surrounding information;
- (g) be enclosed in a box with a black, bold border.

2.3.2. Online/Internet Warning. If Company or a Distributor sell(s) Covered Product via internet website(s) to customers located in California, the warning requirements of this section shall be satisfied by (1) having a warning printed on or affixed to the shipping box or any other immediate packaging of a product that is visible to the consumer prior to opening the shipping box or any other immediate packing of a product, and (2) the Warning also must be displayed online prior to the purchase, either on one or on all of the below:

- (a) on the same web page on which a Covered Product is displayed and/or described;
- (b) on the same page as the price for the Covered Product is displayed;
- (c) on one or more web pages displayed to a purchaser prior to completion of purchase during the checkout process; or
- (d) by a clearly marked hyperlink using the word “WARNING” on the product display webpage and/or checkout page provided to the California purchaser prior to completion of checkout.

2.3.3. Online Warning must comply with all requirements of Section 2.3.2 of this Agreement.

The placement of the warning must comply with 27 Cal. Code Regs. § 25602(b).

- 2.3.4. Online Short-Form Warning, in addition to other requirements, must display a Warning Symbol with the clickable word “WARNING” in bold, black font, in the font size no less than the largest font in the Consumer Information; must link to the text of the Standard Warning; and must link to the website <http://www.P65Warnings.ca.gov/food>.

In lieu of providing the warnings required by this Section 2.3, for any Covered Product sold by Company to a Distributor, Company shall provide the written [Notice to Distributors and Retailers](#) attached hereto as Exhibit A. Confirmation of receipt of the Notice to Distributors and Retailers must be received electronically or in writing from a Distributor.

2.3.6. Section 2.3.1 shall not apply to Covered Products which have already been distributed by Company prior to the Effective Date, regardless of whether those products have been purchased by the end consumer or not provided Company can provide the evidence of such pre-dated shipment to HLF upon request

3. Settlement Payments.

- 3.1. In full and final satisfaction of all claims for civil penalties and attorneys’ fees and costs related to the Notices, Company shall pay a total settlement amount of \$140,000.00 (the “Settlement Amount”) within 10 days of the Effective Date by wire transfer to HLF’s counsel escrow account, for which HLF’s counsel will give Company the necessary account information and a completed W-9 form no later than two days after the Effective Date. HLF shall be solely responsible for allocating the Settlement Amount pursuant to Section 3. The Settlement Amount shall be allocated as follows:
- 3.2. \$ 14,750 shall be considered a “civil penalty,” of which HLF shall remit seventy-five percent (75%) to the “Safe Drinking Water and Toxic Enforcement Fund” managed by the State of California’s Office of Environmental Health Hazard Assessment.
- 3.3. \$ 125,250 shall be considered reimbursement of HLF’s attorneys’ fees and costs related to the Matter.
- 3.4. Except as expressly set forth in this Section 3 and 10 below, the Parties shall bear their own costs, expenses, and attorneys’ fees related to this Matter. After execution of this Agreement, HLF timely will submit to the California Attorney General this Agreement and promptly remit the OEHHA portion of the civil penalties after receipt of payment from Company.

4. Binding Effect; Claims Covered and Released.

- 4.1. This Agreement is a full, final, and binding resolution between HLF, on behalf of itself, and its respective principals, officers, directors, employees, parents, subsidiaries, executors, administrators, successors, assigns, on the one hand, and the Company, on behalf of itself, and its respective owners, principals, shareholders, officers, directors,

employees, parents, subsidiaries, servants, divisions, administrators, predecessors, successors, and assigns, on the other hand, of any violation of Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings of exposure to cadmium, lead, and lead compounds from the import, manufacturing, marketing, distribution, sale or offering for sale, handling, use or consumption of the Covered Products that were or could have been asserted by HLF (the "Released Claims"). HLF, on behalf of itself, and its respective principals, officers, directors, employees, parents, subsidiaries, executors, administrators, attorneys, successors, and assigns (collectively, the "Releasers"), releases and discharges the Company and its successors in interest, and each of their respective direct and indirect corporate parents, subsidiaries, as well as the past, present and future owners, shareholders, directors, officers, employees, attorneys, insurers, representatives, franchisees, members, licensees, successors and assigns of all such persons or entities, and also each entity who directly or indirectly buys, distributes, markets or sells the Covered Product(s), including but not limited to, upstream manufacturers, downstream distributors, wholesalers, customers, retailers, and marketplaces (collectively, "Released Parties"), from and against any and all claims, demands, actions, causes of action, suits, liabilities, damages, penalties, fees, claim for attorney's fees, costs and expenses, related to the Released Claims or the NOV, that Releasers have, had or may have against the Released Parties from one year prior to NOV to the date of this Agreement, whether known or unknown, for failure to provide warnings for alleged exposures to cadmium, lead, and lead compounds from use of the Covered Products, all claims for violations of Proposition 65 through the Effective Date based on exposure to cadmium, lead, and lead compounds from manufacture, sale, marketing, distribution, use or consumption of the Covered Products, or all claims otherwise arising out of or relating to the Notice(s).

- 4.2. HLF, on its own behalf only, and Company, on its own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice(s); provided, however, nothing in this section shall affect or limit any Party's right to seek to enforce the terms of this Agreement.

- 4.3. It is possible that other claims not known to the Parties, arising out of or related to Proposition 65 and/or the facts alleged in the Notices, and relating to the Covered Products, will develop or be discovered. HLF on behalf of itself only, and Company on behalf of itself only, acknowledge that this Agreement is expressly intended to cover and include all such claims up through and including the Effective Date, including all rights of action therefore. HLF and Company acknowledge that the claims released in Sections 4.1 and 4.2 above may include unknown claims, and nevertheless waive California Civil Code section 1542 and any federal or state law of similar effect as to any such unknown claims. California Civil Code section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
THE CREDITOR OR RELEASING PARTY DOES NOT KNOW EXIST
IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT

WITH THE DEBTOR OR RELEASED PARTY.

HLF on behalf of itself only, and Company on behalf of itself only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

DS (HLF initials) _____ (Company Initials)

- 4.4. As a material term of this Agreement, HLF agreed that HLF shall not file an action or issue a Proposition 65 Notice of Intent to Sue letter against any Released Party with respect to a Covered Product based on the facts alleged in the Notices of Violation, except in accordance with this Agreement, including the procedures in this section. HLF agrees that it shall not circumvent this restriction by counsel or another entity acting directly or indirectly on its behalf via another named enforcer. If HLF alleges that Company has failed to comply with a material term of this Agreement, prior to filing an action or a notice of violation as to any Released Party, HLF shall first provide Company thirty (30) days' advance written notice of the alleged violation(s). HLF shall provide testing results, lot numbers, photographs of the Covered Product packaging for the Covered Product at issue. The Parties shall meet and confer during such thirty (30) day period in an effort to resolve the matter informally without the need for litigation. Should Company cure or in good faith attempt to cure such matter, HLF may not file litigation or seek to recover any costs and attorney's fees from such matter. If the corrective action in good faith may take longer to complete than the initial thirty (30) day period, then Company may have up to sixty (60) days to correct the alleged violation, provided the corrective action has commenced within the initial thirty (30) day period. If the matter is not resolved within thirty (30) days, or if the corrective action is not completed within sixty (60) days, HLF can file litigation and recover all applicable costs and attorney fees.. This Agreement does not prevent either Party from filing suit to enforce this Agreement in any court in the State of California.
- 4.5. Compliance with all terms of this Agreement by Company shall be deemed by the Parties to constitute compliance with Proposition 65 on and after the Covered Period by any Released Party, provided Company is in compliance in all material respects with the obligations set forth in Sections 2.3 and has discharged its payment obligations in Section 3. It is the Parties' understanding that the commitments Company has agreed to herein, the actions to be taken by Company under this Agreement, including payment of a Civil Penalty, would confer a significant benefit to the general public, as set forth in Code of Civil Procedure § 1021.5 and Cal. Admin. Code tit. 11, § 3201. As such, it is the intent of the Parties that, to the extent any other private party initiates an action alleging a violation of Proposition 65 with respect to any failure to provide a warning concerning exposure to cadmium, lead and lead compounds prior to use of the Covered Products during the Covered Period, or with respect to Covered Products subject to this Agreement on and after the Effective Dates, such private party action would not confer a significant benefit on the general public as to those Covered Products addressed in this Agreement, provided that the Company complies in all material respects with this

Agreement.

5. Modification

- 5.1. This Agreement contains the entire agreement between the Parties with regard to settlement of this Matter, and supersedes all prior or contemporaneous agreements or understandings, written or oral, with regard to the matters set forth in this Agreement.
 - 5.2. Except as provided in this Section 5, this Agreement may be modified only by a written agreement of the Parties.
 - 5.3. If, in the future, there is a Proposition 65 regulation that specifies a naturally occurring allowance for cadmium, lead, and lead compounds in the Covered Products, or there is any other change in the law that Company believes warrants a modification to this Agreement, Company may notify HLF of its intent to modify the Agreement and the Parties shall meet and confer to discuss any appropriate modification.
 - 5.4. If a dispute should arise concerning a modification of this Agreement, then the Parties shall meet and confer in good faith to attempt to resolve the dispute, but if it cannot be resolved in that manner, either Party may present the dispute to the court for resolution. If any provision, term, or section of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then all remaining provisions, terms, or sections shall continue in full force and effect and remain binding on the Parties.
6. This Agreement shall be binding upon and shall insure to the benefit of the Parties and their respective owners, principals, shareholders, members, managers, officers, directors, employees, successors, and assigns.
7. No inference, assumption or presumption shall be drawn, and no provision of this Agreement shall be construed against any of the Parties, based upon the fact that one of the Parties and/or one of the Parties' attorneys prepared and/or drafted all or any portion of this Agreement. It is conclusively presumed that the Parties participated equally in the preparation and drafting of this Agreement.
8. This Agreement shall be deemed to have been entered into in the State of California and governed and interpreted by the laws of the State of California, regardless of the physical locations of the individuals executing this Agreement.
9. The Parties acknowledge that they have a right to consult an attorney and they have consulted their attorneys with respect to the terms and conditions of this Agreement or by signing this Agreement hereby acknowledge they have made the decision not to consult with an attorney in this Matter. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing this Agreement.
10. Any legal action to enforce this Agreement or related to this Matter may be brought in any county in the State of California.. This Agreement is enforceable solely by the Parties hereto. This Agreement is not admissible in any other litigation, including but not limited to (a) any other

other Proposition 65 matter; (b) any other litigation; (c) any other class action; or (d) any other consumer fraud suit; provided, however, that nothing herein shall prevent admission of this Agreement in a suit to enforce the terms of this Agreement by a party to this Agreement.

11. This Agreement may be signed in counterparts, and each counterpart, as well as any e-mail copy or electronically stored on a cloud software copy of this Agreement, or any other counterpart, shall be deemed to be original.

12. This Agreement will terminate on the fifth (5th) anniversary of the Effective Date unless a dispute initiated pursuant to the terms of this Agreement prior to that date remains unresolved, in which case the Agreement term is extended until the dispute is resolved.

13. All notices required to be given to either Party under this Agreement shall be in writing and sent to the following recipients by (1) (a) first-class mail or (b) overnight delivery, and (2) by email.

For HLF:

Poulsen Law P.C.
15303 Ventura Blvd., Suite 900
Los Angeles, CA 91403
Tel: +1 (646) 776 5999
Tel: +1(650) 296 1014 Direct
contact@poulsenlaw.org

For Company:

Alfredo Gutierrez

Address: 1360 Post Oak Blvd., Suite 2400, Houston, TX 77056-3052
Tel: 713-783-8000
Email: argutierrez@sanchezog.com

14. Each of the individuals who executes this Agreement represents and warrants he/she has the authority to execute this document and bind the respective Parties to the terms and conditions of this Agreement, and has read, understood, and agreed to all the terms and conditions in this Agreement.

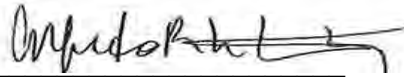
DATED: 2.13.26

THE CHEMICAL TOXIN WORKING GROUP
INC. DBA HEALTHY LIVING FOUNDATION
INC.

By: David Steinman
Chief Officer

DATED: February 16, 2026

SI VENTURES I LLC DBA TERRAMAR
IMPORTS

By: 

Name: Alfredo Gutierrez

Title: Authorized Representative

Notice to Distributors and Retailers

This is to notify you regarding of the need to warn under California Health and Safety Code §§ 25246.5 et seq. (“Proposition 65”) for the presence of lead and/or cadmium in:

- (a) Agromar Mussels in Garlic Sauce and Renna Mussels in Olive Oil With Other Natural Flavors
- (b) Renna Mussels in Olive Oil With Other Natural Flavors
- (c) La Barca Mussels in Escabeche Sauce
- (d) Real Conservera Espanola Clams in Brine
- (e) Real Conservera Espanola Scallops in Brine
- (f) Real Conservera Espanola Cockles in Brine
- (g) Agromar Pickled Mussels, containing lead **(each a “Covered Product,” or collectively, the “Covered Products”)**.

1. Notice

SI Ventures I LLC dba Terramar Imports is providing the following notice to you regarding the Covered Products and the Safe Drinking Water and Toxic Enforcement Act of 1986 (“Proposition 65”) of California (Proposition 65”)

- The consumption of the Covered Products may result in an exposure to lead and/or cadmium and therefore requires a warning under the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65”) of California (“Proposition 65”).
- For any Covered Product sold by you or your downstream distributors, customers, retailers (collectively “Purchaser(s)”) in or to California, you or the Purchaser **must provide a warning to a consumer** which meets the “Content Requirements” and “Method of Transmission” below.
- For any Covered Product you sell to other Purchasers, you must provide this Notice and receive a Confirmation of Receipt, as in paragraph 4 below.

2. Content Requirements

The warning shall state:

WARNING: Consuming this product can expose you to lead and/or cadmium, which is known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to www.P65Warnings.ca.gov/food.

3. Method of Transmission

The warning shall be prominently displayed as follows: (a) on the primary display page for the Covered Product; (b) as a clearly marked hyperlink using the word “WARNING” in all

capital and bold letters on the Covered Product’s primary display page; (c) on the checkout page or any other page in the checkout process when a California delivery address is indicated for any purchase of any Covered Product and with the warning clearly associated with the Covered Product to indicate that the product is subject to the warning; or (d) by otherwise prominently displaying the warning to the purchaser prior to completing the purchase.

4. Confirmation of receipt:

Please confirm receipt of this notice within 30 days of receiving it either electronically or in writing, by filling out the form below and returning a signed copy, to acknowledge that you have received this notice and that the warnings for internet sales will be posted in accordance with these specifications.

Please use this notice to notify your downstream Purchasers.

Acknowledged by:

_____ (Signature)

_____ (Print Name)

_____ (Company/Store Location)

_____ (Date)